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subject, among them being the present Chief Justice of the United States Supreme Court, writing in 29 YALE L. JOUR. 821. For an opposing view, see an article by J. D. White, 5 CORNELL L. Q. 113. Although now chiefly of academic interest, the bibliography of the subject may be found in a footnote in 19 MICH. L. REV. 3 and 4.

CONTRACTS—ASSIGNMENT OF RIGHTS.—The owners of certain patents licensed the defendants to use the patented machine and agreed to give them such advice as they needed respecting the mode of use of the machine. The defendants agreed to use their best efforts to increase the sale of the product and to pay certain royalties for the license. Later, the owners of the patents assigned their rights under the patents to the plaintiff, subject to the license of the defendants. The defendants refused to pay over the royalties to the plaintiff, who brings action for the royalties due. *Held*, a contract which involves personal services cannot be assigned in part and abide in the original parties to it in part. *Paper Products Machine Co. v. Safepack Mills et al.*, (Mass., 1921), 131 N. E. 288.

The court in the principal case relies for its decision mainly on the cases of *Delaware County Commissioners v. Diebold Safe and Lock Co.*, 133 U. S. 473, and *New England Cabinet Works v. Morris*, 226 Mass. 246. But these cases cannot be used as authorities to support this case. In *Delaware County Commissioners v. Diebold Safe and Lock Co.*, there was attempted an assignment both of rights and duties, and in addition the assignee tried to recover more compensation than was due under the original contract. Moreover, the part of the opinion in this case relied on by the court in the principal case was merely dictum. In *New England Cabinet Works v. Morris* there was also attempted an assignment both of rights and duties, while in the principal case there was only an assignment of rights. The court here fails to see that contracts are made up of rights and duties. That, although it is true that duties cannot be assigned and that the assignee cannot be compelled to perform them, yet if the assignor carries out the obligations, even though they are of a non-delegable kind, the rights under the contract can be assigned. This proposition is upheld by the great number of employment contract cases in which it has been decided that an assignment may be made of wages to be earned in the future under an existing contract of employment. *Kane v. Clough*, 36 Mich. 436; *O'Keefe v. Allen*, 20 R. I. 414; *Rodijkheit v. Andrews*, 74 Oh. St. 104; *Norton, Res., v. Whitehead, Adm.*, App., 84 Cal. 263. In *In re Wright*, 157 Fed. 544, the court says:

"The fact that a contract for services involves personal trust and confidence, and is therefore not assignable as an entirety, does not prevent the assignability of rights arising out of such contract, as for compensation earned thereunder, where the matter of personal confidence is not involved in such right."

See also 18 MICH. L. REV. 285.